

AGREEMENT  
BETWEEN  
BOROUGH OF CLAYTON  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
F.O.P. LODGE NO. 130  
GLOUCESTER COUNTY, NEW JERSEY  
  
FOR THE YEARS  
2004 - 2005 - 2006

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## AGREEMENT

THIS AGREEMENT, made this                      day of                      , 2004  
between the Borough of Clayton, hereinafter referred to as "**Borough**," and F.O.P.  
Lodge No. 130 - Fraternal Order of Police/New Jersey Labor Council, hereinafter  
referred to as "F.O.P."

WITNESS;

WHEREAS, the parties have carried on collective bargaining for the purpose of  
developing a contract covering wages, hours and other conditions of employment, and

WHEREAS, the parties have carried on collective bargaining for the purpose of  
developing this Agreement regarding wages, hours and other terms and conditions of  
employment;

NOW, THEREFORE, in consideration of following mutual consideration, it is hereby  
agreed as follows:

## **ARTICLE I RECOGNITION**

1. The Borough recognizes F.O.P. Lodge No. 130 - FOP/NJ Labor Council as the exclusive representative for the following personnel in Clayton Police Department, hereinafter referred to as "employees. "

Patrolmen  
Detectives

2. There shall be no discrimination, interference or coercion by the Borough or any of its agents or employees against the employees represented by the F.O.P. The F.O.P. or any of their agents or representatives, shall not intimidate or coerce employees into membership. Neither the Borough nor the F.O. P. shall discriminate against any employee because of race, creed, color, age, sex, national origin or religion.

## ARTICLE II DUES DEDUCTION AND AGENCY SHOP

A. Payroll deduction for dues to the F.O.P. for members who are employees of the Borough covered by this Agreement should be made by the Borough upon the submission to the Borough by the F.O.P. of notification from said employee(s) authorizing the deduction of dues from their pay. The appropriate Borough official shall forward said dues to the F.O.P. at regular intervals. Employees shall have the authority to withdraw authorization for dues deduction in accordance with State law. Any such written authorization to deduct dues may be withdrawn by the employee holding employment any time by the filing of notice of withdrawal with the Borough. Filing of notice of withdrawal shall be effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

B. The F.O.P. shall indemnify, defend and save the Borough harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the F.O.P. in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

C. Any change in the amount of dues to be deducted during the term of this Agreement shall only be accepted by Borough when received on the letterhead of the F.O.P. and signed by the President of the F.O.P. and/or his designee. Said letter must specifically set out the amount of dues to be deducted and the day upon which said change in dues is to become effective.

D. 1. The Borough agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the F.O.P. and transmit the fees to the F.O.P. after written notice as to the amount of the fair share assessment is furnished to the Borough.

2. The fair share fee for services rendered by the F.O.P. shall be in an amount equal to regular membership dues, initiation fees and assessments of the F.O.P. less the cost of benefits financed through the dues and available only to members of the F.O.P., which in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support of partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the F.O.P. to engage in lobbying activities designed to foster its policy goals through collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.

3. The F.O.P. agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment as set forth in N.J.S.A. 34:13A-5.6.

In the event the challenge is filed, the deduction of a fair share fee shall be held in escrow by the Borough pending final resolution of the challenge.

4. No fees shall be deducted for any employee sooner than:

A. Thirtieth (30th) day following the notice of the amount of the fair share fee;

B. Satisfactory completion of a probationary period;

C. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from a reemployment list.

5. The Borough shall deduct the fee from the earnings of the employee and transmit the fee to the F.O.P. on a monthly basis during the term of this Agreement. The F.O.P. assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

6. The F.O.P. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share information furnished by the F.O.P. or its representatives. Any action engaged in by the F.O.P. its representatives or agents, which discriminates between non-members with respect to the payment of such fee other than what is allowed under the law shall be treated as an unfair practice.

### **ARTICLE III MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Borough reserves to itself sole jurisdiction and authority over matters of policy, and further, the Borough specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States, and any other relevant and applicable laws, to do at least the following:

1. To direct the employee to the Borough;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement;
3. To demote, discharge, or take any other disciplinary action for good cause against employees covered by this Agreement;
4. To relieve employees from duties because of lack of work or any other legitimate reasons;
5. To maintain the efficiency of the Borough's operations that are entrusted to it;
6. To determine the method, means, and personnel by which such operations are to be conducted; and
7. Take any other lawful action, with respect to its employees, that is permitted.

The Borough also states that irrespective of those rights set forth above, that it does not waive the jurisdiction given to the Borough as set forth in Title 40 and 40A of the New Jersey Statutes Annotated or any other applicable State and/or Federal Law.

## ARTICLE IV GRIEVANCE PROCEDURE

A. 1. The purpose of this procedure is to secure at the lowest possible level an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the police department, and having the grievance redressed without the intervention of the F.O.P.

B. A grievance is defined as any controversy arising over the interpretation, and/or application of any provision of this Agreement or administrative decision or policy affecting terms and conditions of employment, which may be raised by an individual, the F.O.P. on behalf of and at the request of an individual, or the Borough.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and should be followed in its entirety unless any step is waived by mutual consent:

### STEP 1

1. An aggrieved employee shall institute action under this provision, in writing within seventeen (17) calendar days of the occurrence of the grievance, an earnest effort shall be made to settle the difference between the aggrieved employee and the Chief of Police. Failure to file the grievance within the required time shall constitute an abandonment, unless the grievant could not have reasonably discovered the occurrence within said time.

2. If the Chief of Police or designee and the grievant cannot come to an amicable Agreement, the grievant shall submit his grievance, in writing, within ten (10) calendar days of the receipt of the written grievance.

### STEP 2

If the grievance is not resolved through Step 1, or if no answer has been received by the F.O.P. within this time period, the grievance shall be presented to the Director of Public Safety or designee within ten (10) calendar days from the date the Chief or designee renders or should have rendered a decision. The Director of Public Safety shall investigate the alleged grievance and attempt to resolve it. The Director or designees shall, within ten (10) calendar days from the receipt of the grievance, provide a written decision to the employee and/or the F.O.P., either answering the grievance or setting forth the terms of settlement, to be agreed to by all parties.



### STEP 3

If the grievant is not satisfied with the decisions rendered in Steps 1 and 2, he shall submit his grievance to the Borough Council or its designated representative within ten (10) calendar days from the date Director of Public Safety or designee renders or should have rendered a decision. Said request for a Step 3 hearing shall be filed with the Borough Clerk. The Borough Council or its designated representative shall present a decision, in writing, within twenty-one (21) calendar days after receipt of the written grievance.

### STEP 4

1. If the grievant is not satisfied with the decisions rendered in Steps 1, 2, and 3, he may submit his grievance to an arbitrator for final resolution of the grievance. Only those grievances regarding the interpretation, application and specific provisions of this Agreement shall be arbitrable. The request by either party for such arbitration must be made within twenty (20) calendar days from the date the Borough Council or its designated representative renders or should have rendered its decision. The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

2. The arbitrator shall be bound by the provisions of this Agreement and will restrict his opinion to the application of facts presented to him involving the grievance. The arbitrator shall in no way have authority to add to, modify, detract from, or alter in any way any of the provisions of this Agreement or any amendment or supplement thereto.

3. The costs for the services of arbitration shall be borne equally by the Borough and the F.O.P. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same. Decisions rendered by the arbitrator shall be final and binding, consistent with applicable law, and the award must be in writing with appropriate factual and legal arguments and conclusions.

4. The arbitrator shall only be permitted to hear one (1) grievance and only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Borough and the F.O.P. prior to the commencement of the arbitration.

5. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall attempt to issue his or her decision within thirty (30) days after the close of the hearing.

D. Either the Borough or the F.O.P., may waive any steps to the grievance procedure, but said waiver can only be done in writing with the consent of the other party in question.

E. The time limits set forth herein shall be reasonably adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be

deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed conclusive and shall not be appealable. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

F. The parties agree that for purposes of this article the normal adherence to the chain of command shall not be a requirement.

## ARTICLE V SALARIES

The salary schedule for all employees covered by this Agreement is set forth below.

1. Officers, when hired, shall be compensated at the salary level reflecting "Recruit".
2. After one year completed as a Recruit the officer shall move to "Patrolman Fifth Class."
3. After one year completed as a Patrolman Fifth Class the officer shall move to "Patrolman Fourth Class."
4. After one year as a Patrolman Fourth Class, an officer shall move to "Patrolman Third Class."
5. After one year as a Patrolman Third Class, an officer shall move to "Patrolman Second Class."
6. After one year as a Patrolman Second Class, officer shall move to "Patrolman First Class."
7. The six months probationary period that officers are required to serve shall not be detrimental of salary levels.
8. All movement in rank shall be subject to the recommendations of the Chief of Police.

Patrolman	2004	2005	2006
Recruit	\$ 32,795	\$ 34,107	\$ 35,471
5th Class	\$ 37,267	\$ 38,758	\$ 40,308
4th Class	\$ 41,739	\$ 43,408	\$ 45,145
3rd Class	\$ 48,799	\$ 50,751	\$ 52,781
2nd Class	\$ 55,729	\$ 57,958	\$ 60,276
1st Class	\$ 60,692	\$ 63,120	\$ 65,644

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**ARTICLE V  
ADDENDUM A**

1. Any employee assigned to the position of "Detective" will not be required to be "On Call" and shall receive no compensation for same.

**ARTICLE VI  
SHIFT DIFFERENTIAL**

All employees covered under this agreement will receive a shift differential for working shift work. Said differential shall be paid as follows:

2004 - \$600.00      2005 - \$ 600.00      2006 - \$ 600.00

This differential will be paid annually no later than November 1 of each year.

## ARTICLE VII OVERTIME

1. Each employee required to work beyond his normal shift shall be entitled to time and one half compensation or to accumulate compensatory time of equal monetary value, up to a maximum of three hundred and fifty (350) hours.
2. It is understood and agreed that the term "normal shift" shall be defined as any continuous twelve (12) hour period within any continuous period of twenty-four (24) hours. It is further agreed and understood that the normal work week for the employees covered by this Agreement shall consist of no more than forty (40) work hours in any week. A seven (7) day work period shall be defined as beginning at 12:01 a.m. Monday, extending through 11:59 p.m. Sunday.
3. For the purpose of computing overtime, all hours worked in excess of twelve (12) hours in one twenty-four hour day shall be compensated at a rate of one and one-half ( $1\frac{1}{2}$ ) times the officer's regular base pay.
4. For the purpose of computing overtime for the personnel working an eight (8) hour shift, all hours worked in excess of eight (8) hours in one twenty-four (24) hour day shall be compensated at a rate of one and one half ( $1\frac{1}{2}$ ) times the officer's regular base pay.
5. All overtime will be computed using base salary, plus shift differential, plus education incentive. All overtime will be computed on a 2080 hour work year.

## ARTICLE VIII HOLIDAYS

1. The employee shall observe thirteen (13) paid holidays as listed below. In addition to the employee's regular pay, the employee shall be paid at the rate of one and one-half times regular pay if he works the holidays, or any portion thereof, and a straight time rate for any holiday not worked. Holiday pay, except for Christmas, shall be accumulated and paid in a lump sum.

2. All holiday pay will be paid in one (1) single payment to be paid not later than November 1 of each year.

3. For the years covered during this contract period the employee will receive a total of one hundred fifty-six (156) holiday hours plus six (6) hours for each holiday worked. EXAMPLE: Thirteen (13) twelve (12) hour holidays plus six (6) hours for each holiday worked to be placed in a bank, to paid as stated in paragraph 2.

4. Effective January 1, 1998, eight (8) hours for each thirteen (13) holiday shall be rolled into his/her base pay. This being a total of one hundred and four hours (104). This one hundred and four hours (104) is not in addition to the one hundred and fifty-six hours.

### HOLIDAYS

NEW YEARS DAY  
LINCOLN'S BIRTHDAY  
GOOD FRIDAY  
JULY 4TH  
COLUMBUS DAY  
VETERAN'S DAY

MARTIN LUTHER KING'S BIRTHDAY  
WASHINGTON'S BIRTHDAY  
MEMORIAL DAY  
LABOR DAY  
ELECTION DAY  
THANKSGIVING DAY  
CHRISTMAS

5. Any employee who works Easter shall receive 18 hrs. pay for a 12 hour shift. This agreement states a 12 hour shift worked shall entitle the employee to 18 hours pay. (1 ½ pay only if worked.)

## **ARTICLE IX CLOTHING**

A) 1. Commencing January 1, 2004, all employees covered under this Agreement will receive up to Three Hundred Seventy Five Dollars (\$375.00) per year reimbursement for uniform replacement on a voucher system

2. All officers covered under this Agreement will receive a full compliment of uniforms and equipment as described in the police manual. Each employee shall maintain uniforms and equipment to the standards required by the Chief of Police.

3. The amount of clothing that the detective receives will be the same as the patrol officer as authorized by the Chief of Police. All Detectives will submit receipts and vouchers to the Chief of Police for reimbursement.

4. Upon proper authorization by the Chief of Police and the filing of the proper receipts with the Borough, full reimbursement will be given to each employee who must replace a uniform item.

5. Employee's covered under this agreement will be paid Fifty Dollars (\$50.00) per month for the cleaning of their uniforms.



## Initial Uniform Issue

Equipment	Quantity
Long Sleeve Shirt	4
Short Sleeve Shirt	4
Pants	4
Hat	1
Ties	3
Tie Bar	1
Sweater	1
Summer Jacket	1
Winter Jacket	1
Raincoat	1
Rain Hat	1
Bullet Proof Vest	1
Shoes/Boot	1
Rechargeable Flashlight	1
Portable Radio	1
Duty Belt	1
Holster	1
Duty Weapon	1
Magazine Ammo Case	1
Handcuffs	1
Handcuff Case	1
Cap Stun	1
Cap Stun Case	1
Glove Case	1
Department Badge	1
Name Tag	1
Collar Brass "CP NJ"	1

## ARTICLE X SCHEDULE

1. The regularly scheduled work week for personnel working a rotating shift schedule shall be a twelve (12) consecutive hour shift, three (3) consecutive days per week. The work week shall consist of three (3) consecutive days of work with three (3) consecutive days off.
2. The regularly scheduled work week for all personnel not working a rotating shift schedule shall be an eight (8) consecutive hour shift, five (5) consecutive days per week with two (2) consecutive days off.
3. Officer's shifts shall not be changed prior to a ten (10) day written posted notification except in an extreme emergency in accordance with **N.J.S.A.** Title 40A.  
EXAMPLE: If an officer were to use a personal day and that day caused a shortage of man power beyond overtime then this would constitute an emergency.



**ARTICLE XI**  
**COMPENSATION TIME**

1. The employee cannot carry more than three hundred and fifty (350) hours of compensatory time in escrow. It is further agreed that the employee may carry up to three hundred and fifty (350) hours of compensatory time into the following year. If the employee wishes to cash in compensatory time for pay, he/she may not cash in more than eighteen (18) hours in any one pay period, and will be paid at the employee's current rate of pay.

2. When an employee retires, he/she will be paid all compensatory time on a bi-weekly basis at the employee's current rate of pay.

**ARTICLE XII**  
**CALL IN TIME**

1. Employees called in for duty or meetings on his/her time off shall be compensated for a minimum of four (4) hours at the rate of time and a half.

## ARTICLE XIII SICK LEAVE

1. A. Sick leave benefits for non-injury matters shall remain unlimited as in the past. After three (3) days of continued illness or injury, the officer must furnish a doctor's verification of illness or injury prior to returning to duty.

B. A work related injury which requires the employee to be temporarily absent from duty shall not be cause for loss of pay. The employee shall receive the difference between Worker's Compensation benefits and his regular pay for a period of at least six (6) months. If the work related injury causes the employee to be absent from duty longer than six (6) months, the continued payment of the difference between Worker's Compensation benefits and the employee's regular pay shall be made at the discretion of the Mayor and Borough Council on the recommendation of the Public Safety Committee.

2. A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, injury, pregnancy or exposure to a contagious disease.

B. (1) All absences due to illness or disability shall be reported immediately by or for the employee to the Chief of Police or designee, with an indication of expected duration of such illness or injury. In all cases of reported illness or injury, the Borough reserves the right to send a physician, designated by the Chief on behalf of the Borough, to investigate the report.

(2) Members of the department who are unable to report for duty should notify the desk officer in person or by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the department with all pertinent facts.

(3) Members of the department, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement or any subsequent change of their place of confinement. If unable to report such, a relative or other responsible person shall notify the department with all pertinent facts.

4) Maternity leave shall be treated as sick leave when properly certified by a physician. Except for reasons of health or inability to perform her duties, a pregnant Police Officer shall be permitted to work until such time as the Officer's Physician removes her from street duty and she is assigned to an in-house function by the Chief of Police. The female officer shall receive a six (6) week leave of absence, with pay, after the birth of her child.

C. When an absence due to illness does not exceed two (2) consecutive days, normally the employee's statement of the cause will be accepted without a supporting

statement from the attending physician. The Borough reserves the right to have the employee examined by the Borough designated physician, as defined above, before returning to duty. Any absence due to illness or disability in excess of three (3) consecutive days requires a written statement from the attending physician and certified as fit for duty before returning to duty.

D. Abuse of sick leave shall be cause for disciplinary action.

E. If an officer is injured while off-duty pursuant to the State guidelines, the Borough will continue full salary, minus disability benefits, if any, for up to three months.

**ARTICLE XIV  
FAMILY MEDICAL LEAVE ACT**

The Borough will follow the guidelines and standards as set forth in the "Family Medical Leave Act" (Appendix "B") for each employee covered under this Agreement

**ARTICLE XV**  
**MEDICAL INSURANCE AND EXAMINATIONS**

1. The Borough shall continue to maintain all medical and dental benefits, to which employees covered under this Agreement presently enjoy. All medical and dental benefits are listed in Appendix "A" (located at the back of this contract).
2. A complete physical examination will be given to each employee. One-half of those covered under this Agreement will receive it each year. The tests administered shall include but not be limited to chest x-ray, EKG, complete blood count, urinalysis, blood pressure, serum cholesterol, pulse, physical agility, visual acuity, hernia, prostate, dermal surfaces, orifices, general evaluation of employee's extremities and physiological evaluation. The employee shall receive a copy of the physician's report when received by the Borough. The appointments will be set up by the employer.
3. All employees will receive a three (3) part synthetic Hepatitis "B" vaccination.
4. In the event an officer is killed in the line of duty the Borough of Clayton will provide at its expense the family medical package provided for other employees under this contract for the surviving spouse and the officer's children. This coverage would be in effect for the officers children up to the age of eligibility according to the insurance carrier. In the event the officers spouse should remarry, this coverage will cease for the spouse and if the children are adopted their coverage will also cease.



**ARTICLE XVI  
COURT APPEARANCES**

1. An officer required to appear in the Municipal, County, State, Federal, or Juvenile Court during his/her off-duty time shall be receive a minimum of two (2) hours pay at his or her overtime rate. If the officer is required to stay longer than the minimum two hours, he/she will continue to receive their normal overtime rate until court has been completed.

EXAMPLE: Officer is in juvenile court for 4 hrs, then he/she will be paid 4 hrs at his/her overtime rate.

2. Any employee covered under this Agreement that is off duty and contacted by the Prosecutor's Office, Borough or Courts and put on a "Stand-by" notice, shall receive a minimum of Two (2) hours pay at the overtime rate for that day of "Stand-by" only.

3. Any employee who retires from the Borough and is subpoenaed to appear in any court proceeding involving a work related case will be compensated (\$50.00) per each subpoena.

## ARTICLE XVII EDUCATION INCENTIVE

1. Any Employee furthering their education during the course of his/her employment, obtaining a degree in Criminal Justice and upon filing the official transcript with the Borough shall be entitled to the following compensation which is to be computed as of December 15th of the year earned and following years. This added incentive is not to be used for the computation of percentage increases.
2. Any employee covered under this Agreement attending a Police Academy or other police training academy recognized by the New Jersey Training Commission, with the permission of the Chief of Police, shall be compensated straight time pay while working and time and one half when off duty to complete the course.
3. With the exception of firearms and any refresher schools, each officer covered under this Agreement shall be given the opportunity to attend one (1) police related school each year. The Chief of Police will determine the school that each officer will attend.
4. Any employee covered under this Agreement who maintains a current certification in either Emergency Medical Technician or Paramedic will receive the incentive, provided the training is not required by the Borough on any newly hired employee.
5. Employees covered under this Agreement may attend college courses and submit to the Borough for reimbursement up to Three Hundred Dollars (\$300.00) per semester. The Borough, however, requires that the employee maintain a "C" or a 2.0 Grade Point Average.
6. All employees covered under this Agreement who have received a degree but wish to continue their college education towards the next higher degree will receive the monies for their current degree and up to the Three Hundred Dollars (\$300.00) reimbursement per semester.

ASSOCIATES DEGREE	\$ 300.00
BACHELORS DEGREE	\$ 600.00
MASTERS DEGREE	\$ 900.00
EMERGENCY MEDICAL TECHNICIAN	\$ 200.00
PARAMEDIC	\$ 250.00

**ARTICLE XVIII  
MANAGEMENT ADVISORY COMMITTEE**

1. The Management Advisory Committee shall be composed of one (1) Sergeant, one (1) Patrolman, Union President, the Public Safety Director and the Chief of Police.

2. It shall be the duty of the Management Advisory Committee to:

A. Evaluate and attempt to resolve problems and potential grievances presented to the committee.

B. At least annually review the rules and regulations governing the police department and make appropriate recommendations to the Borough, with the intention of making a more professional and proficient Police Department.

3. The authority of the Management Advisory Committee shall not affect or restrict the policy making power of the Borough as provided by law.

## ARTICLE XIX VACATIONS

1. The following vacation schedule shall be effective during the term of this Agreement:

1 - 3 years inclusive	96 Hours
4-9 years inclusive	144 Hours
10-15 years inclusive	192 Hours
16-23 years inclusive	240 Hours
24 years and over	280 Hours

2. Employees covered under this Agreement will utilize their vacation time as done in the past, providing it does not exceed the total time set forth in this Agreement.

3. Vacations shall be requested and granted by seniority and posted no later than April 15th of each year. Only one employee shall be permitted to be on vacation during any given week unless prior permission is granted by the Chief of Police.

4. All vacation days will be enjoyed by any new employee upon completion of one (1) year of service.

5. All employees covered under this Agreement are permitted to carry over one week of vacation into the next year.

6. All employees covered under this Agreement shall be permitted to take less than one (1) full day's vacation in compliments of six (6) hours or one half (1/2) day.

7. All employees covered under this Agreement shall be permitted to sell back to the Borough up to one week of vacation with the understanding that said request must be submitted before November 1st of that year and that it will not be paid until after passage of the Borough's Annual Budget in the following year.

~~This benefit will commence on January 1, 2006 and must be submitted by November 1,~~  
~~2005. DM PB~~

**ARTICLE XX  
TRAVEL EXPENSES**

Any employee using his/her personal vehicle during off-duty time for travel approved by the Chief of Police to police related schools and business outside the Borough of Clayton shall be reimbursed at the rate of thirty (30) cents per mile. Additional travel expense may be authorized at the discretion of the Borough.

**ARTICLE XXI  
FIREARMS TRAINING**

The Borough shall provide firearms training in accordance with the Attorney General's decision per the Use of Deadly Force Policy and guidelines adopted by the Gloucester County Prosecutor's Office.

## **ARTICLE XXII FUNERAL LEAVE**

1. Each employee covered under this Agreement shall be permitted five (5) days off without loss of pay for the purpose of conducting funeral arrangements in the event of the death of a member of his/her immediate family. Immediate family shall mean father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents and legal guardian.
2. If an employee is scheduled to work on the day of a funeral for a more distant relative, he/she shall be permitted the day off without loss of pay to attend the funeral upon submitting proof of relationship to the satisfaction of the Chief of Police.

## **ARTICLE XXIII PERSONAL LEAVE**

1. The Chief of Police shall approve four (4) days with pay for personal, legal, business, household or family matters which require the employee to be absent during a scheduled shift. The employee shall not be required to state the reason for taking such leave other than he/she is taking it in accordance with this Article.
2. Leave in accordance with this Article shall not be granted if it is requested for a holiday covered under ARTICLE VIII of this Agreement.
3. Except in emergencies, where only four (4) hours are needed, all requests for leave shall be submitted in writing to the Chief of Police at least one (1) day (a full twenty four hours) prior to taking the leave.
4. All personal days will be enjoyed by any newly hired employee upon completion of one (1) year of service with the Borough of Clayton.

**ARTICLE XXIV  
LEAVE FOR F.O.P. /P.B.A. BUSINESS**

1. FOP/PBA Delegates and Convention Delegates shall be permitted to attend all conventions of the State or National Organization with no loss of time or pay. Time shall be provided for travel to and from the location of the convention or meeting without loss of time or pay.
2. State Trustees to the FOP/PBA shall be permitted to attend the State Meetings of the New Jersey State FOP/PBA and all Special Meetings ordered by the State Lodge with no loss of time or pay. When possible, except in an emergency, the Trustee shall notify the Chief of Police, in writing, of the date, time, location and duration of such meeting or convention at least ten (10) days in advance.

**ARTICLE XXV  
OUTSIDE EMPLOYMENT**

1. All employees shall notify the Borough, in writing, of any off-duty employment other than Borough related. Police equipment and uniforms shall not be used during periods of off-duty employment except as specifically authorized by the Borough.
2. Any employee assigned to work any Board of Education or School function or affair shall be paid at the rate of time and one half. ( 1 ½ pay)

**ARTICLE XXVI  
SHIFT SUPERVISOR**

The Chief of Police shall assign a Sergeant to each shift. If a Sergeant is not assigned, the Chief of Police shall appoint a Patrol Officer as Acting Shift Supervisor. The Acting Shift Supervisor shall be compensated at the Sergeant's rate of pay for those hours worked.

**ARTICLE XXVII  
NEGOTIATIONS PROCEDURE**

1. The parties agree to enter into collective negotiations over a successor Agreement, in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Police Department employees covered by this Agreement. Negotiations shall begin no later than September 15th of the calendar year in which the term of this Agreement expires.

2. Any agreement negotiated shall be reduced to writing and signed by the authorized representatives of the Borough of Clayton and the authorized representatives of the FOP.

3. There shall be no changes in the terms and conditions of this Agreement during its lifetime except through negotiations between the two parties. If there should be a change in the number of employees covered by this Agreement, any negotiations, or lack of negotiations, regarding such change shall be governed by applicable court decisions.

4. Whenever any representative of the F.O.P. is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances; conferences, or meetings, he shall suffer no loss in pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the Department.





## **ARTICLE XXVIII RETIREMENT**

Upon retirement from the Borough of Clayton all personnel mentioned in this Agreement who retire after Twenty-five (25) years of service shall retain all medical, dental, prescription and other benefits as he/she enjoyed when employed with the Borough.

1. Employees will receive, upon retirement, all Personal Days, Compensatory Time, Sick Time and Holiday Pay, Pro-Rated up to the date of retirement for that year.
2. Employees will receive, upon retirement, the full year of vacation time that he/she is entitled to receive for the year in which the employee is retiring.
3. All retirees will receive from the Borough, upon their official retirement date, a letter from the Borough of Clayton advising them of all benefits they are entitled to receive upon their retirement from the Borough of Clayton.
4. All Employees retiring after Twenty (20) years of employment with the Borough of Clayton will receive a yearly Retirement Benefit Package equal to the amount of money the Borough of Clayton affords to its Active employees covered under the existing medical plan in effect with the Borough of Clayton.
5. All employees retiring after Twenty (20) years of service will continue to receive the same Dental, Prescription and Eye Glass Plans Offered to Active Employees.
6. Any employee hired after April 2, 2001 will not be entitled to the Retirement Benefits Package upon retiring after twenty (20) years of service with the Borough of Clayton.

**ARTICLE XXIX  
SAVINGS CLAUSE**

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect and the parties shall re-negotiate concerning any such invalidated provisions.

**ARTICLE XXX  
RETENTION OF BENEFITS**

Except as otherwise provided, all rights, privileges and benefits sanctioned by the governing body which the employees have heretofore enjoyed from January 1, 1974, to present, and are presently enjoying, shall be maintained and continued by Employer during the term of this Agreement, at no less than the highest standards in effect.

## **ARTICLE XXXI LAYOFFS**

Any employee who is laid off, he/she shall receive four weeks (4) of pay at his/her current rate of pay.

In the event the employee leaves the Borough for other employment or is fired, or laid off, he/she will be paid for all compensatory time, vacation time, court time, or any monies owed and will be paid for such time upon leaving his/her employment with the Borough.

DM  
PL

**ARTICLE XXXII  
DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2004 and shall terminate December 31, 2006. If either Party desires to change this Agreement, they shall notify the other party at least one hundred twenty (120) days prior to the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

The terms set forth in this Agreement shall remain in effect after December 31, 2006 and during the time a successor Agreement is being negotiated.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by the Mayor of Clayton and representatives of Fraternal Order of Police Lodge 130, attested by the Clerk of the Borough of Clayton and Secretary of Fraternal Order of Police Lodge 130 and their corporate seals placed hereon this date written.

**BOROUGH OF CLAYTON  
ATTEST:**

BY:

  
Borough Clerk

  
Patricia Gannon, Mayor

**F.O.P. LODGE 130  
ATTEST:**

BY:

  
Secretary, F.O.P. Lodge 130

  
Dennis Marchei, President

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE BOROUGH OF CLAYTON**

**AND**

**THE CLAYTON SUPERIOR OFFICERS FOP LODGE 130 AND  
PATROLMAN AND DETECTIVES FOP LODGE 130**

**WHEREAS**, FOP Lodge 130 filed a grievance on behalf of the Superior Officers and the Patrolman/Detectives pursuant to their respective Collective Bargaining Agreements with the Borough of Clayton; and

**WHEREAS**, the grievance has proceeded through the resolution process; and

**WHEREAS**, the parties have met and have agreed to the following terms and conditions to resolve said grievance between the parties.

**NOW, THEREFORE, BE IT RESOLVED** that the parties hereto agree as follows:

1. That the Borough of Clayton does hereby agree and acknowledge that the 2005 overtime rate was improperly calculated and will be re-calculated to reflect the proper dollar amount due to each Police Officer who is entitled to said adjustment.
2. That it is further understood and agreed that both parties do hereby waive, relinquish, and release any and all claims either party may have had for any past or present claims with respect to any overtime issues through December 31, 2005.
3. That both parties do hereby waive, relinquish and release any and all claims either party may have had for any past or present claims with respect to pension contributions made through December 31, 2005.

4. That both parties do hereby agree to execute the attached amended Holiday Pay Section of their respective Collective Bargaining Agreements and agree to be bound by said terms and conditions.

5. That the Borough of Clayton does hereby agree that it shall pay for one (1) professional cleaning of the police department floors including the waxing, and sealing of same.

6. That the Borough of Clayton, in consideration of the resolution of the above items, does hereby agree to pay a one (1) time payment of \$500.00 to the current Police Officers employed by the Borough of Clayton and who are part of the respective Collective Bargaining Agreements which were the subject of this grievance.

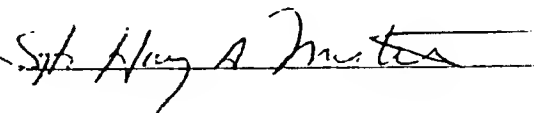
7. That this Agreement shall be fully binding upon both parties and their respective successors and/or assignees or beneficiaries of said Contracts.

BOROUGH OF CLAYTON

By:   
PATRICIA GANNON, Mayor

Dated: 7-19-06

CLAYTON SUPERIOR OFFICERS  
FOP LODGE 130

By: 

Dated: 7-17-06

CLAYTON PATROLMAN/DETECTIVES  
FOP LODGE 130

By: PRM B [Signature] PRES.

Dated: 7/17/06

**PATROLMAN/DETECTIVES CONTRACT**  
**ARTICLE VIII**  
**HOLIDAYS**

1. The employee shall observe thirteen (13) paid holidays as listed below. In addition to the employee's regular pay, he/she shall be paid at the rate of one and one-half times regular pay if he/she works the holidays, or any portion thereof, and a straight time rate for any holiday not worked.

2. All holiday pay over one-hundred and four (104) hours (i.e., 52 hours) will be paid in one (1) single payment to be paid not later than November 1 of each year.

3. For the years covered during this contract period, the employee will receive a total of one-hundred and fifty-six (156) holiday hours, plus six (6) hours for each holiday worked. EXAMPLE: Thirteen (13) twelve (12) hour holidays plus six (6) hours for each holiday worked to be placed in a bank, to be paid as stated in paragraph 2.

4. Effective January 1, 1998, eight (8) hours for each thirteen (13) holidays shall be rolled into his/her base pay and paid bi-weekly. This being a total of one-hundred and four (104). This one hundred and four (104) hours is not in addition to the one-hundred and fifty-six (156) hours.

**HOLIDAYS**

New Years Day  
Lincoln's Birthday  
Good Friday  
July 4<sup>th</sup>  
Columbus Day  
Veteran's Day

Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Labor Day  
Election Day  
Thanksgiving Day  
Christmas

Add: Any employee who works Easter shall receive eighteen (18) hours pay for a twelve (12) hour shift. This agreements states a twelve (12) hour shift worked shall entitle the employee to eighteen (18) hours pay (1 ½ pay only if worked).